

Dear Honorable Judge Eric Vitaliano,

I request that Ms. Special Hagan's request to a lien or assert a lien be denied. I do not believe Ms. Special Hagan did her due diligence to counsel me with my interest at best. As the client I have the right to understand the fees and what I am being charged. I also have the right to receive my invoices in a timely manner. Ms. Special Hagan has denied me that right. Instead of providing invoices monthly as she agreed to do so, she would send them at her convenience or when she remembered. For example, from the months of August 2022 to January 2023 I did not receive an invoice. The only payments I had made at that point had been the payments requested in the retainer agreement. For the year of 2022 of when I first began with Ms. Special Hagan I paid out of pocket \$10,250 US. **(Please refer to Exhibit 14 to view dates and amounts paid. Please refer to Exhibit 15 to view retainer signed.)**

When I last spoke with Ms. Special Hagan, I requested if she could make time so we can review the invoice together. Ms. Special Hagan stated she would get back to me to schedule a meeting. Instead I did not hear back on her availability. **(Please refer to Exhibits 1, Exhibits 2, Exhibits 3, Exhibits 4 and Exhibits 5 previously uploaded.)**

As stated previously, late into the night, Ms. Special Hagan sends a text message communicating she has submitted her withdrawal as my attorney. The fashion of which Ms. Special Hagan chose to withdraw as my attorney was malicious. It was abrupt and seemed retaliatory. It followed a conversation in which I requested clarification on her invoices. She states she shared a copy to my email but I did not receive that email. You will note it states "Third Attempt," meaning it was the third time she was attempting to email. **(Please view Exhibit 7 in support of there being issues with email delivery.)**

Since hiring Ms. Special Hagan as my attorney I have been paying out of pocket. This has not been an easy feat. This was not a fact I tried to hide nor was I ever unclear about my capacity to cover the legal fees. I have had several conversations with Ms. Special Hagan in which I state, "I cannot pay and I worry about continuing to incur a billing" I would also state at times that I did not have a clear understanding of how I was being charged. My concern specifically were the invoices did not reflect the terms of our signed retainer. From what I understood from the retainer, Ms. Special Hagan was not meant to charge hourly until we arrived to "discovery phase." From my understanding, we have not begun discovery at all. Each time I questioned the charges Ms. Special Hagan always reassured me I had nothing to worry about. To simply pay what I can and we can move

forward. She would frequently refer back to the Litigation budget she had shared. I am attaching a copy of that litigation budget for your references. **(Please view Exhibit 6 to view that budget.)**

This continued for several months. At one point I directly requested Ms. Special Hagan to let the court know I am unable to pay. She had explained mediations would be free of charge up to a certain point. I asked she place a request early on my behalf to have the mediation services done pro bono. Ms. Special Hagan verbally stated to me she would do so. She later shared with me verbally, the court would not assist. Sometime in the month of July 2023, I again shared my concerns with Ms. Special Hagan. I questioned the most recent invoice she had sent. **(Please review Exhibit 16, Exhibit 17, Exhibit 18, Exhibit 19, Exhibit 20 and Exhibit 21.)** One of the biggest reasons I struggled to pay Ms. Special Hagan is because her invoices were sent inconsistently and abruptly. I never had a clear idea of how much the next invoice would be. This gave me a considerable amount of stress. **(Please view Exhibits 8, Exhibits 9, Exhibits 10, Exhibits 11, Exhibits 12, Exhibits 13 and Exhibits 14)** Despite that I chose to continue to trust and try to work with Ms. Special Hagan. Instead of taking the time and effort to review the invoices with me, Ms. Special Hagan instead chose to have a very emotional phone call July 2023.

This phone call was ultimately the deciding factor that I could not continue with Ms. Special Hagan. I lost confidence in her ability to represent me. She made me feel belittled and insecure about personal decisions in my life. Such as; marriage and having children. These life choices are irrelevant in her responsibility to represent me. During our interactions she exhibited signs of paranoia, anger, lack of respect for my being, impatience, dismissive and apathetic to my concerns.

I made the decision to record that phone call. I would like to submit two separate recordings. The recordings would total 10 minutes. One recording is from the first upsetting phone call I had with Ms. Special Hagan. The second recording is from the last phone call I had with Ms. Special Hagan, also 5 minutes. Each of those phone calls I had with Ms. Special Hagan in actuality are a little over an hour long. I believe just 5 - 10 minutes of each call is enough to prove my point. I would really appreciate the opportunity to present these voice notes during the phone conference and/or beforehand.

I please ask the court to deny Ms. Special Hagan's right to a lien. Her right to a lien will prevent any law firms be willing to take my case. Her request to receive funds from me regardless of the outcome of this case would be detrimental to my well being.

I am willing to submit documentation of my salary, household size and living expenses in support if requested. I am a single income for a family of three persons. Please accept this letter as my written statement. Please accept my request to share and/or play recordings of my conversation with Ms. Special Hagan. I strongly believe that they exhibit lack of professionalism and incompetence.

I recently spoke to Ms. Special Hagan from September 26th Tuesday to September 28th Thursday. She continued to speak disrespectfully to me and accuse me. She also continued to show signs of paranoia and lack of regard to my case. Although I did not state nor give any impression that I had spoken with the opposing party, she accuses me of doing so. When she emailed Mr. Evan Citron he expressed confusion, confirming that I had not reached out to him nor his represented parties. **(Please review Exhibits 22, Exhibits 23, and Exhibits 24.)** I am not sure why Ms. Special Hagan has chosen to act in this manner. I am now under the impression that this lack of dedication to her professionalism and the interest of me as a client is not new. Please deny her request to a lien.

I would like to resolve this matter with buildOn Inc and representing parties. I would like an reasonable chance to pursue this in court. I cannot do so as long as the possibility exists she can assert a lien.

I hope the manner and tone of these written documents fall into compliance of what the format should be. I ask the court in advance to please excuse any mistakes in how I am submitting this and to communicate what needs to be corrected. I hope to hear back soon with a favorable decision.

Thank you so much for your time and patience.

/s/

Katia J. Nicolas

Cell Phone: 516 675 7315

Address: 133 Clearstream Avenue, Valley Stream, New York NY

Email: KatiaJNicolas@gmail.com

Dated: Valley Stream, New York September 29th, 2023

8:06

EXHIBIT 1

LTE

< 28



+1 (917) 337-2439 >

Thu, Jul 27 at 11:51 AM

Good Morning Ms. Special,

What time would you be available to talk tomorrow? I have some new thoughts/questions regarding payment and the invoice.

Good morning Mrs. Nicolas,

I'm in and out tomorrow is it something you can tell Me via text?

I have to grab something to eat and bathe my baby. I'll write a summary text as soon as I'm done

Have you given thought as to whether you'll be withdrawing or continuing my case?

Mrs. Nicolas,

I am trying to proceed with my day and get things done as well. If you can simply say what you're thinking that would make things easier.

Thu, Jul 27 at 2:04 PM



iMessage



8:07

EXHIBIT 2

LTE

< 28



+1 (917) 337-2439 >



Thu, Jul 27 at 2:04 PM

Ms. Special,

I understand you have been having health issues, and although I haven't inquired on it I am truly sorry. I hope you are able to heal from it. I don't mean to add more stress to what you already going through.

But as your client I still have a right to reach out to you. Our last 2 phone calls although they were upsetting they were still productive. I was able to make clear that I am unable to pay and remind you I have shared this in the past despite trying to make a valiant effort.

Open communication is the only way we can move forward. You have been upset at what I have had to share the past few conversations so I have to take my time in addressing you to not further offend you. I don't feel like you have been putting my interest as a client ahead. We need to be able to speak on next steps and maintain regular communication

I would like to connect and review the invoices. Case expenses vs hourly



iMessage



8:07

EXHIBIT 3

LTE

< 28



+1 (917) 337-2439 >

I would like to connect and review the invoices. Case expenses vs hourly wage

I hope you are able to make some time for me soon.

Mrs. Nicolas,

I am just asking that you tell me what you want via text. We have spent over three hours this week on expressing our respective positions . I've updated you on the status of your case. I mentioned my health because you have repeatedly told me about your husband and child and how that has changed your ability to pay.

My health status is not impacting my delivery of services . All of the filings have been timely and I have communicated status changes in your case instantaneously.

With that said, as you have needs to address, I do as well. Right now I have another appointment. It would be most efficient and cost effective at this time for you to simply state what you have in mind.



iMessage





28



+1 (917) 337-2439 >

Ms. Special,

As your client it serves the interest of our case if I am open about recent developments in my life. Struggling financially adds to the case that my separation from buildOn has had a negative impact. It also shows the impact has been continuous as I attempt to seek justice via court.

I would like to connect and review the invoices. Case expenses vs hourly wage

I am also wondering when you shared with me you would be charging the hourly wage. Was it via an email? In one of our first emails you state I would be paying a portion of the hourly wages. In the retainer you state I would be paying hourly wages at the start of discovery.

I have been looking at the invoices retrospectively. I have also been reviewing emails where I have been open about my source of income and comparing them to your charges of service. I just want to make sure this has not impacted my case negatively in how my case has progressed.



iMessage



8:07

EXHIBIT 5

LTE

< 28



+1 (917) 337-2439 >

I hope you are able to make some time for me soon.

Sent as Text Message

Thu, Jul 27 at 8:40 PM

Mrs. Nicolas:

I just uploaded the notice of motion to withdraw as your attorney to the docket . I will finish by the end of the week.

All the best to you and your new counsel.

Sincerely,

Thu, Jul 27 at 9:55 PM

Hi Ms. Special,

Throughout our conversations, I have repeatedly tried to communicate effectively. Despite my personal life changes, I am still the same client seeking your counsel. Yet, you continued to downplay my concerns. You even criticized aspects of my life like my marital status and becoming a mother during our last two phone calls.



iMessage



EXHIBIT 6

Nicolas Litigation Budget

Depositions		Unit Price	Units	Range	
	Christopher Lindstrom	\$2,000.00			
	Daniella Ibarrola de Lanza	\$2,000.00			
	Rosann Jager	\$2,000.00			
	Sorangel Liriano	\$1,500.00			
	Samentha Telemarque	\$2,000.00			
	John Sorek	\$2,000.00			\$9,500.00
E-Discovery & Research					
* ESI Web Hosting		per GB & Per Month			\$2,000.00
PACER & Westlaw		.10 per page			\$1,500.00
Filing Costs					
Filing Complaint in Federal Court					\$500.00
Subpoeneing Medical Records & Copying Costs		\$ 0.75			\$200.00
Process Server		\$ 75.00	6		\$450.00
Expert & Treating Physicians					
Forensic Psychologist or Treating Physician					
Consultation		\$ 500.00			
Report		\$3,000.00			
Testimony in Court			3500 to 5,000		
**Lawyer's Fees					
Drafting Complaint			10		\$3,500.00
Motion Practice		\$ 350.00			
Depositions			10		\$3,500.00
			20		\$9,500.00
Deposition Prep (Nicolas)			10		\$5,000.00
Deposition Prep Defendants			20		\$7,000.00
Total					\$42,650.00
* ESI Web Hosting involves the analysis and storage of emails and electronic files on a remote server. The price is determined by the size of Defendants' production of emails and other electronic documents. The other determinant is the amount of time the files are hosted. E-Discovery experts charge a fee for storage/hosting per month.					
** I am billing at a rate of \$350 per hour. I may spend more time on the tasks listed.					

EXHIBIT 7

Special Hagan <specialhaganlaw@gmail.com>
to KatiaJNicolas@gmail.com, special ▾

Dear Mrs. Nicolas, here's my third attempt at sending the invoices and payment summary.

Fw: 2023 Invoices and Payment Summary (Please Confirm Receipt) (Second Attempt)

SPECIAL HAGAN
 Reply all |

Today, 4:16 PM
Katia Nicolas <katiajnicolas@gmail.com>> specialhaganlaw@gmail.com

Sent Items

NicolasInvoice_042423.... 245 KB	NicolasInvoice_042623_072223FINAL.pdf 383 KB	NicolasPaymentsJanuar... May2023.pdf 45 KB
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Show all 3 attachments (673 KB) Download all

EXHIBIT 8

CHASE 
Printed from Chase Personal Online

Date sent	Status	Recipient	Type	Amount
May 26, 2023	Completed	SPECIAL "towards outstanding legal fees"	In moments	\$1,000.00
May 6, 2023	Completed	SPECIAL "towards outstanding legal fees"	In moments	\$1,500.00
May 5, 2023	Completed	SPECIAL "towards outstanding legal fees "	In moments	\$500.00
Apr 17, 2023	Completed	SPECIAL "payment towards 8500 balance - 500 USD left of 1st half balance "	In moments	\$500.00
Mar 9, 2023	Completed	SPECIAL "payment towards legal fees, out of \$17,000"	In moments	\$1,499.00
Mar 9, 2023	Completed	SPECIAL "testing"	In moments	\$1.00
Feb 14, 2023	Completed	SPECIAL "payment towards legal fees, out of 17000 "	In moments	\$1,000.00
Jan 27, 2023	Completed	SPECIAL "2nd installment payment towards 17,000"	In moments	\$3,000.00
Jan 18, 2023	Completed	SPECIAL "first installment payment for legal fees:\$2000 "	In moments	\$1,999.00
Jan 18, 2023	Completed	SPECIAL "testing "	In moments	\$1.00
Aug 15, 2022	Completed	SPECIAL "last payment for retainer fees "	In moments	\$2,000.00
Aug 12, 2022	Completed	SPECIAL "retainer fees, payment 2 of 3 "	In moments	\$2,000.00
Aug 11, 2022	Completed	SPECIAL "out of \$5000, legal fees "	In moments	\$1,000.00

EXHIBIT 9**DRAFT**

Invoice submitted to:
 Katia Nicolas
 133 Clearstrom Avenue
 Valley Stream, NY 11580

Invoice #	N/A
Invoice Date	07/22/2023
For Services Through	07/22/2023

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
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Total Cases: \$0.00

Total Invoice Amount: \$0.00

Previous Balance: \$17,428.80

05/26/2023 Payment - thank you. (\$1,000.00)

05/06/2023 Payment - thank you. (\$1,500.00)

05/05/2023 Payment - thank you. (\$500.00)

04/17/2023 Payment - thank you. (\$500.00)

03/09/2023 Payment - thank you. (\$1.00)

03/09/2023 Payment - thank you. (\$1,499.00)

02/14/2023 Payment - thank you. (\$1,000.00)

01/27/2023 Payment - thank you. (\$3,000.00)

01/18/2023 Payment - thank you. (\$1.00)

01/18/2023 Payment - thank you. (\$1,999.00)

Balance (Amount Due): \$6,428.80

EXHIBIT 10

Law Offices of Special Hagan

88-08 Justice Avenue Apt. 16i

Elmhurst, NY 11373

INVOICE

Katia Nicolas

133 Clearstrom Avenue

Valley Stream, NY 11580

Invoice Date	Invoice Number
01/10/2023	10006
Terms	Service Through
	01/10/2023

Billing Summary

Total Hours	79.90 hrs
Total Cases	\$27,965.00
Total Expenses	\$1,713.80
Total Invoice Amount	\$29,678.80
Previous Balance	\$0.00
3/1/2022 Payment - Other Consultation Fee	(\$250.00)
5/9/2022 Payment - Other Consultation Fee	(\$2,000.00)
5/10/2022 Payment - Other Consultation Fee	(\$2,000.00)
5/12/2022 Payment - Other Consultation Fee	(\$1,000.00)
8/11/2022 Payment - Other Consultation Fee	(\$1,000.00)
8/12/2022 Payment - Other Consultation Fee	(\$2,000.00)
8/15/2022 Payment - Other Consultation Fee	(\$2,000.00)
8/15/2022 Payment - Other Consultation Fee	(\$2,000.00)
Balance (Amount Due)	\$17,428.80

In Reference To: Katia Nicolas

Cases

Date	By	Services	Hours	Rate	Amount
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EXHIBIT 10

02/04/2022	SH	Email Correspondence: Email from Nicolas Subject: Lawsuit Materials w. Attachments *:00AM	1.50	\$ 350.00/hr	\$525.00
02/04/2022	SH	Email Correspondence: Email from Nicolas Subject: Additional Documentation Email Interactions Document Production	0.70	\$ 350.00/hr	\$245.00
02/04/2022	SH	Email Correspondence: Email from Nicolas Subject: Lawsuit Materials w. Attachments 11:52AM.	1.00	\$ 350.00/hr	\$350.00
02/08/2022	SH	Email Correspondence: Email from Nicolas Subject: Checking In 12:12pm; Response to Email 12:19pm; and Email from Nicolas	0.30	\$ 350.00/hr	\$105.00
02/10/2022	SH	Email Correspondence: Email to Niclas confirming receipt of document requesting original charge. 4:43pm	0.10	\$ 350.00/hr	\$35.00
02/11/2022	SH	Email Correspondence: Email from Nicolas 8:03AM	0.10	\$ 350.00/hr	\$35.00
02/15/2022	SH	Email Correspondence: Email correspondence to and from Nicolas. 4:16pm and 4:35pm (Response to Notice of Appearance)	0.40	\$ 350.00/hr	\$140.00
02/15/2022	SH	Email Correspondence: Email Correspondence from Nicolas 5:24PM	0.10	\$ 350.00/hr	\$35.00
02/22/2022	SH	Email Correspondence: Email to New York State Division of Human Rights Subject: Notice of Appearance and Fax.	0.20	\$ 350.00/hr	\$70.00
02/22/2022	SH	Email Correspondence: Email from Nicolas 1:26PM	0.10	\$ 350.00/hr	\$35.00
02/22/2022	SH	Email Correspondence: Email correspondence to Nicolas 3:02pm	0.10	\$ 350.00/hr	\$35.00
02/25/2022	SH	Email Correspondence: Email Correspondence to Nicolas re. State Division of Human Rights File 4:42PM	0.10	\$ 350.00/hr	\$35.00
02/25/2022	SH	Email Correspondence: Email from Nicolas Subject: Demand Letter (Nicolas)	0.20	\$ 350.00/hr	\$70.00
02/25/2022	SH	Email Correspondence: Email to Nicolas re. Demand Letter. (Received 4:52PM)	0.10	\$ 350.00/hr	\$35.00
02/27/2022	SH	Email Correspondence: Email from Nicolas Subject: EFormer Employee Reaching out About Racial Discrimination.	0.50	\$ 350.00/hr	\$175.00
02/28/2022	SH	Email Correspondence: Email to Nicolas Re. Confirmation of Receipt	0.10	\$ 350.00/hr	\$35.00
02/28/2022	SH	Email Correspondence: Email from Nicolas	0.10	\$ 350.00/hr	\$35.00
03/01/2022	SH	Email Correspondence: Email to Nicolas	0.10	\$ 350.00/hr	\$35.00
03/01/2022	SH	Email Correspondence: Email from Nicolas	0.10	\$ 350.00/hr	\$35.00
03/01/2022	SH	Email Correspondence: Email from Nicolas Link to buildOn's website	0.10	\$ 350.00/hr	\$35.00
03/01/2022	SH	Email Correspondence: Email from Nicolas re. Zelle Payment \$250 Consultation Fee	0.10	\$ 350.00/hr	\$35.00
03/03/2022	SH	Preparation : Email to Nicolas: Preparation of Litigation Budget and Follow Up Questions 9:29PM	3.00	\$ 350.00/hr	\$1,050.00
03/04/2022	SH	Email Correspondence: Email from Nicolas Subject: buildOn Official Offer Letter -Trek Leader Haiti	0.80	\$ 350.00/hr	\$280.00

EXHIBIT 10

03/04/2022	SH	Email Correspondence: Email from Nicolas Subject; Our Discussion this Afternoon	0.50	\$ 350.00/hr	\$175.00
03/08/2022	SH	Email Correspondence: Email from Nicolas Subject; DHR Original Complaint	0.20	\$ 350.00/hr	\$70.00
03/08/2022	SH	Email Correspondence: Email from Nicolas Subject; An Additional HR/Supervisor Convo w. buildOn	0.70	\$ 350.00/hr	\$245.00
03/08/2022	SH	Email Correspondence: Email from Nicolas Subject; Evaluations from Treks.	0.30	\$ 350.00/hr	\$105.00
03/08/2022	SH	Email Correspondence: Email from Nicolas with Subject: "Form Submission from Contact Attorney General"	0.50	\$ 350.00/hr	\$175.00
03/10/2022	SH	Email Correspondence: Email to Nicolas Subject; DHR Original Complaint	0.10	\$ 350.00/hr	\$35.00
03/10/2022	SH	Email Correspondence: Email from Nicolas Re: buildOn Department of Labor	0.10	\$ 350.00/hr	\$35.00
03/11/2022	SH	Email Correspondence: Email from Nicolas FW: Received Scanned Document from NYCHA Email from Nicolas w. Retainer Agreement from Koppel	0.10	\$ 350.00/hr	\$35.00
03/11/2022	SH	Email Correspondence: Email from Nicolas Performance Improvement Plan and Responses to Questions.	2.00	\$ 350.00/hr	\$700.00
03/11/2022	SH	Email Correspondence: Email to Nicolas. 1:42PM	0.10	\$ 350.00/hr	\$35.00
03/11/2022	SH	Email Correspondence: Email to Nicolas Response re. Koppel Retainer	0.20	\$ 350.00/hr	\$70.00
03/11/2022	SH	Email Correspondence: Email from Nicolas.	0.20	\$ 350.00/hr	\$70.00
03/12/2022	SH	Email Correspondence: Email from Nicolas Subject; Interest in Nullifying Previous Retainer.	0.20	\$ 350.00/hr	\$70.00
03/12/2022	SH	Email Correspondence: Email from Nicolas Requesting Review of Email to Koppel.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email from Nicolas Subject; Zoom Meeting March 19 at 2:30PM	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email to Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email from Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email to Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email from Nicolas.	0.20	\$ 350.00/hr	\$70.00
03/15/2022	SH	Email Correspondence: Email to Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email to Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/15/2022	SH	Email Correspondence: Email to Nicolas with Zoom Invite.	0.10	\$ 350.00/hr	\$35.00
03/16/2022	SH	Email Correspondence: Email from Nicolas.	0.10	\$ 350.00/hr	\$35.00
03/19/2022	SH	Email Correspondence: Email to Nicolas Subject; Updated Zoom Info.	0.10	\$ 350.00/hr	\$35.00
03/19/2022	SH	Email Correspondence: Email to Nicolas w. Link re Damages Zoom Info included.	0.20	\$ 350.00/hr	\$70.00

EXHIBIT 10

03/23/2022	SH	Email Correspondence: Email to Nicolas Subject: Claims of Discrimination Against buildOn.	0.20	\$ 350.00/hr	\$70.00
03/24/2022	SH	Zoom Conference: Zoom Conference Call.	2.00	\$ 350.00/hr	\$700.00
04/27/2022	SH	Email Correspondence: Email from Nicolas Subject: Checking In Status on Payment.	0.10	\$ 350.00/hr	\$35.00
04/27/2022	SH	Email Correspondence: Email to Nicolas.	0.10	\$ 350.00/hr	\$35.00
05/07/2022	SH	Email Correspondence: Email to Nicolas Subject: Retainer Agreement	0.70	\$ 350.00/hr	\$245.00
05/09/2022	SH	Email Correspondence: Email from Nicolas Subject: Retainer	0.20	\$ 350.00/hr	\$70.00
06/24/2022	SH	Email Correspondence: Email from Nicolas Subject: Racial Discrimination Implied in Email	0.10	\$ 350.00/hr	\$35.00
06/24/2022	SH	Email Correspondence: Email from Nicolas from Nicolas Subject: Transitioning Out of buildOn.	0.10	\$ 350.00/hr	\$35.00
06/24/2022	SH	Email Correspondence: Email from Nicolas with Subject: Reductions in 2019	0.10	\$ 350.00/hr	\$35.00
06/24/2022	SH	Email Correspondence: Email from Nicolas Subject: Review of Jorge as TC/ Translator	12.10	\$ 350.00/hr	\$4,235.00
06/24/2022	SH	Email Correspondence: Email from Nicolas Subject: Getro Money Situation.	0.10	\$ 350.00/hr	\$35.00
06/24/2022	SH	Email Correspondence: Email from Nicolas Subject: Instructions for Elite Hotel.	0.10	\$ 350.00/hr	\$35.00
06/24/2022	SH	Email Correspondence: Email from Nicolas Subject; Witness List/Resume	0.10	\$ 350.00/hr	\$35.00
06/27/2022	SH	Email Correspondence: Email thread between Nicolas and Hagan: Subject Ignore/Lost/Stolen Money ^/27: 11:31pm; 6/27pm:1 1:48pm; 6/27: 11:55pm; and 6/28: 12:21AM	0.50	\$ 350.00/hr	\$175.00
07/02/2022	SH	Email Correspondence: Email to Nicolas Subject: link to Dropbox Shared Folders (Email Production)	0.30	\$ 350.00/hr	\$105.00
07/02/2022	SH	Email Correspondence: Email from Nicolas Subject: Katia Nicolas Uploaded Files you requested	0.10	\$ 350.00/hr	\$35.00
07/06/2022	SH	Email Correspondence: Email from Nicolas Subject: Katia Nicolas uploaded files you requested	0.10	\$ 350.00/hr	\$35.00
07/06/2022	SH	Email Correspondence: Email from Niclas Subject: Katia Nicolas uploaded files you requested	0.10	\$ 350.00/hr	\$35.00
07/24/2022	SH	Email Correspondence: Email thread with Nicolas Subject: Your Files (Alternate Methods Requested) Thread between July 12, 2022 and July 24, 2022: 7/12: Email to Nicolas 5:12pm; 7/19: Email from Nicolas 7:55pm; 7/19: Email to Nicolas 11:26pm; 7/22: Email from Nicolas 4:45; 7/22 Email to Nicolas 6:38pm; 7/24: Email from Nicolas 9:27AM; 7/24: Email to Nicolas 9:51AM; and 7/24: Email from Nicolas 6:23pm	1.00	\$ 350.00/hr	\$350.00
08/09/2022	SH	Email Correspondence: Email to Nicolas Subject: Zoom Meeting Information	0.10	\$ 350.00/hr	\$35.00
08/10/2022	SH	Zoom Conference: Zoom conference Calls: 52:42 and 53:18	2.00	\$ 350.00/hr	\$700.00

EXHIBIT 10

08/16/2022	SH	Filing of Complaint: Filing and Drafting of Original Complaint ECF Dkt. 1	5.00	\$ 350.00/hr	\$1,750.00
08/17/2022	SH	Email Correspondence: Email to Nicolas Subject: Nicolas Timeline . Work performed on August 15-17, 2022.	7.00	\$ 350.00/hr	\$2,450.00
08/19/2022	SH	Email Correspondence: Email to Nicolas with subject: Comments for Complaint and Recordings.	0.20	\$ 350.00/hr	\$70.00
08/19/2022	SH	Email Correspondence: Email thread with Nicolas Subject; Complaint Uploaded to Federal Docket. 8/16: 12:17AM to Nicolas; and 8/19: 9:18pm from Nicolas.	0.20	\$ 350.00/hr	\$70.00
08/21/2022	SH	Email Correspondence: Email from Nicolas Subject: Not Trek Leader Manual but Similar.	0.10	\$ 350.00/hr	\$35.00
08/21/2022	SH	Email Correspondence: Email from Nicolas with Subject: An Example of AAR	0.10	\$ 350.00/hr	\$35.00
08/21/2022	SH	Email Correspondence: Email from Nicolas Subject: Review of Discovery.	0.30	\$ 350.00/hr	\$105.00
08/29/2022	SH	Email Correspondence: Email Thread with Nicolas with Subject: Passport Photos: 8/23: 12:13pm from Nicolas; 8/29: 10:24pm from Nicolas; 8/29: to Nicolas 11:25pm; and 8/29: and from Nicolas 11:37pm	1.00	\$ 350.00/hr	\$350.00
09/12/2022	SH	Email Correspondence: Email to Nicolas Subject: Zoom Invite (Sept. 12 12pm-1pm)	0.10	\$ 350.00/hr	\$35.00
09/23/2022	SH	Zoom Conference: Zoom Conference Call to Amend Complaint	1.90	\$ 350.00/hr	\$665.00
09/23/2022	SH	Email Correspondence: Email to Nicolas Subject: Zoom Invite to Amend Complaint 9/23 at 3pm	0.10	\$ 350.00/hr	\$35.00
10/05/2022	SH	Email Correspondence: Email thread with Nicolas re. Subject: Amended Complaint Sept. 23-Oct. 5, 2022; 9/23: 2:08pm to Nicolas; 9/23: 5:03pm to Nicolas; 10/4: 11:19pm from Nicolas; 10:5 at 6:08am to Nicolas; and 10/5: to Nicolas 11:16AM	1.00	\$ 350.00/hr	\$350.00
10/07/2022	SH	Email Correspondence: Email from Nicolas with the Subject: Sexual Harassment Complaint to Jim Zolkowski Founder and CEO of buildOn NGO	0.20	\$ 350.00/hr	\$70.00
10/07/2022	SH	Zoom Conference: Zoom Conference Call to Amend Complaint.	1.30	\$ 350.00/hr	\$455.00
10/08/2022	SH	Email Correspondence: Email thread with Nicolas Subject: Performance Improvement Plan 10/7: 6:31pm from Nicolas; and 10/8 to Nicolas at 5:24pm.	0.40	\$ 350.00/hr	\$140.00
10/08/2022	SH	Email Correspondence: Email from Nicolas Subject: Motorcycle Advocating	0.20	\$ 350.00/hr	\$70.00
10/09/2022	SH	Filing of Complaint: Filing Amended Complaint	7.00	\$ 350.00/hr	\$2,450.00
10/09/2022	SH	Email Correspondence: Email from Nicolas Subject: Amendments	0.50	\$ 350.00/hr	\$175.00
10/09/2022	SH	Email Correspondence: Email thread with Nicolas Zoom Invite 10/7/2022 from 3pm to 4pm: 10/6: 7:17pm to Nicolas; 10/7: 12:22AM to Nicolas; 10/8: 10:15pm from Nicolas; and 10/9: 12:58AM.	1.00	\$ 350.00/hr	\$350.00

EXHIBIT 10

10/10/2022	SH	Filing of Complaint: Filing Complaint with Amendments. ECF Dkt. 6	5.00	\$ 350.00/hr	\$1,750.00
10/11/2022	SH	Email Correspondence: Email thread with Nicolas Subject: Proposed Amended Complaint as Submitted 10/10: 11:01pm to Nicolas; and 10/11: 11:27AM from Nicolas.	0.20	\$ 350.00/hr	\$70.00
10/12/2022	SH	Email Correspondence: ECF Motion to Amend/Correct/Supplement Complaint ECF Dkt. 7 Fed. R. Civ. 15	0.30	\$ 350.00/hr	\$105.00
10/13/2022	SH	Email Correspondence: Email thread with Nicolas Subject: Addresses for Defendants: 10/13 to Nicolas 3:33pm; and 10/13 from Nicolas 3:46pm.	0.30	\$ 350.00/hr	\$105.00
10/15/2022	SH	Email Correspondence: Email from Nicolas Subject: Screenshots from FB Profile.	0.30	\$ 350.00/hr	\$105.00
10/20/2022	SH	Preparation of Summonses: Preparation of proposed summonses. ECF Dkts 9-14	2.00	\$ 350.00/hr	\$700.00
10/24/2022	SH	Preparation of Summonses: Preparation of Summonses	2.00	\$ 350.00/hr	\$700.00
10/27/2022	SH	Email Correspondence: Email thread with United Process Server Job Request (Lindstrom and Sorangel). 11:22AM request to Unired Process; and 11:48AM from United Process Server.	0.50	\$ 350.00/hr	\$175.00
11/04/2022	SH	Correspondence: Letter to Judge Vitiano re. Motion for Extension to Serve Amended Complaints.	0.30	\$ 350.00/hr	\$105.00
11/08/2022	SH	Correspondence: Letter to Judge Levy Status of Service of Plaintiff's Complaint ECF. Dkt. 25	0.50	\$ 350.00/hr	\$175.00
11/17/2022	SH	Email Correspondence: Email thread with Evan Citron: from 3:23pm; to Citron 3:44pm; from Citron 4:30pm; and to Citron 4:38pm.	0.30	\$ 350.00/hr	\$105.00
11/18/2022	SH	Email Correspondence: Letter to Court re. Status of Service of Complaint; Email to Levy.	0.20	\$ 350.00/hr	\$70.00
12/16/2022	SH	Email Correspondence: Email from Citron re Request for Extension to File Answer	0.10	\$ 350.00/hr	\$35.00
12/16/2022	SH	Email Correspondence: Email to Citron Re: Request for Extension to File Answer/Request for Scheduling Order	0.10	\$ 350.00/hr	\$35.00
12/16/2022	SH	Email Correspondence: Email from Citron re: Scheduling Order and Request for extension	0.10	\$ 350.00/hr	\$35.00
12/17/2022	SH	Correspondence: Reply in Opposition to Defendants' Motion for an Extension to Answer Amended Complaint;Request for Scheduling Conference and Order. ECF Dkt. 29	0.50	\$ 350.00/hr	\$175.00
12/19/2022	SH	Phone Call: Phone Call with Citron (opposing counsel).	0.50	\$ 350.00/hr	\$175.00
12/22/2022	SH	Email Correspondence: Email to Nicolas re. Request for Medical Providers	0.10	\$ 350.00/hr	\$35.00
12/22/2022	SH	Email Correspondence: Email from Nicolas re. Request for Medical Providers	0.20	\$ 350.00/hr	\$70.00

EXHIBIT 10

12/22/2022	SH	Email Correspondence: Email to Nicolas Subject; Second Request for Medical Providers	0.10	\$ 350.00/hr	\$35.00
01/03/2023	SH	Email Correspondence: Email from Nicolas re. Second Request for medical providers	0.20	\$ 350.00/hr	\$70.00
01/03/2023	SH	Email Correspondence: Email to Nicolas re. Second Request for Medical Records	0.10	\$ 350.00/hr	\$35.00
01/04/2023	SH	Email Correspondence: Email to Nicolas re. Third Request for Medical Records.	0.50	\$ 350.00/hr	\$175.00
01/09/2023	SH	Email Correspondence: Email from Nicolas Re. Third Request for Medical Records.	0.70	\$ 350.00/hr	\$245.00
01/10/2023	SH	Email Correspondence: Email thread with Nicolas Subject; Dropbox Completion with Additional Support. Thread between July 7 through 11, 2022. 7/6: 1:28AM; 7/6: 12:49pm; 7/11: 9:16pm; and 7/11: 9:22AM	0.50	\$ 350.00/hr	\$175.00

In Reference To: Katia Nicolas

Expenses

Date	By	Expenses	Amount
08/16/2022	SH	Filing Fee: Filing of Complaint	\$402.00
10/27/2022	SH	Service of Process : Service of Complaint Undisputed Legal	\$250.00
10/28/2022	SH	Service of Process : Undisputed Legal	\$50.00
10/28/2022	SH	Service of Process : Inter County Legal	\$212.80
11/02/2022	SH	Service of Process : United Process Server (Sorangel Job)	\$119.00
11/05/2022	SH	Service of Process : Process Server/ Lindstrom	\$250.00
11/05/2022	SH	Service of Process : Skip Trace Lindstrom	\$55.00
12/05/2022	SH	Service of Process : United Process Server (Lindstrom/Ohio)	\$275.00
01/09/2023	SH	Service of Process : Undisputed Legal	\$100.00
			Total Hours 79.90 hrs
			Total Cases \$27,965.00
			Total Expenses \$1,713.80
			Total Amount \$29,678.80

Exhibit 11

Law Offices of Special Hagan

88-08 Jusitce Avenue Apt. 16i
Elmhurst, NY 11373

Katia Nicolas
133 Clearstrom Avenue
Valley Stream, NY 11580

THE LAW OFFICES OF

Special | Hagan

Invoice Date	Invoice Number
04/20/2023	10011
Terms	Service Through
N/A	04/20/2023

PRE-BILL

Billing Summary

Total Hours	16.40 hrs
Total Cases	\$5,740.00
Total Invoice Amount	\$5,740.00
Previous Balance	\$17,428.80
Balance (Amount Due)	\$15,168.80

In Reference To: Katia Nicolas

Cases

Date	By	Services	Hours	Rate	Amount
01/11/2023	SH	Email Correspondence: Email to Evan Citron, Esq. Subject: Reminder: ESI Protocol (Nicolas v. BuildOn) 12:29AM	0.10	\$ 350.00/hr	\$35.00
01/12/2023	SH	Email Correspondence: Email to E. Citron with the Subject: Reminder ESI Protocol (Nicolas v. BuildOn) 1:11pm	0.10	\$ 350.00/hr	\$35.00
01/12/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Invoice for Services Rendered thru 1/9/23. 4:40pm	0.20	\$ 350.00/hr	\$70.00
01/12/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Invoice for Services Rendered 1/9/23. 5:12pm	0.10	\$ 350.00/hr	\$35.00
01/12/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Invoice for Services Rendered 1/9/23. 5:13pm	0.10	\$ 350.00/hr	\$35.00

Exhibit 11

01/13/2023	SH	Phone Call: Telephone Conference (i.e. Meet and Confer) with E. Citron. Subject: ESI Protocol 3pm-3:30pm	0.50	\$ 350.00/hr	\$175.00
01/13/2023	SH	Email Correspondence: Email to E. Citron with the Subject: ESI Protocol with Proposed Search terms and Custodians and dates. 3:30-4:25pm	1.00	\$ 350.00/hr	\$350.00
01/13/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Invoice for Services Rendered 1/9/23. 4:22pm	0.30	\$ 350.00/hr	\$105.00
01/13/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Invoice for Services Rendered thru 1/9/2. 4:34pm	0.40	\$ 350.00/hr	\$140.00
01/13/2023	SH	Email Correspondence: Email from E. Citron with the Subject: ESI Discussion (First Email) 4:29pm	0.10	\$ 350.00/hr	\$35.00
01/13/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Invoice for Services Rendered 1/9/23. 4:33pm	0.20	\$ 350.00/hr	\$70.00
01/16/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Invoice for Services Rendered thru 1/9/23 . 11:43AM	0.50	\$ 350.00/hr	\$175.00
01/16/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Invoice for Services Rendered thru 1/9/23. 12:17pm	0.50	\$ 350.00/hr	\$175.00
01/17/2023	SH	Status Conference: Telephonic Status Conference with Judge Levy.	1.00	\$ 350.00/hr	\$350.00
01/17/2023	SH	Email Correspondence: Email to Nicolas with the Subject: FW: Activity in Case. 4:14pm	0.10	\$ 350.00/hr	\$35.00
01/18/2023	SH	Email Correspondence: Email from Nicolas with the Subject: FW: Activity in Case ECF Docket. 1:54pm	0.20	\$ 350.00/hr	\$70.00
02/11/2023	SH	Email Correspondence: Email from E. Citron Subject: Reminder ESI Protocol (Nicolas v. BuildOn) 6:59pm	0.10	\$ 350.00/hr	\$35.00
02/13/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Form and Instructions for Mediation Program. 4:55pm	0.20	\$ 350.00/hr	\$70.00
02/14/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Form and Instructions for Mediation. 11:10AM	0.50	\$ 350.00/hr	\$175.00
02/15/2023	SH	Email Correspondence: Email to Citron with the Subject: Plaintiff Executed Confidentiality Remote Stipulation. 7:48pm	0.10	\$ 350.00/hr	\$35.00
02/15/2023	SH	Email Correspondence: Email to Citron with the Subject/Discussion: Selection of Mediator (Nicolas v. buildOn et. al.) 7:50pm	0.10	\$ 350.00/hr	\$35.00
02/21/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Status Update Second Amended Complaint as submitted February 21, 2023. 1:40AM	0.20	\$ 350.00/hr	\$70.00
02/21/2023	SH	Correspondence: Letter to Judge Levy Requesting Extension to File Pleadings Plaintiff's Amended Complaint Second dated 2/21/23 Defendant's Extension to file Answer.(ECF Dkt. 31)	0.30	\$ 350.00/hr	\$105.00

Exhibit 11

02/24/2023	SH	Correspondence: Second Letter to Judge Levy re. Joint Extension Request. ECF Dkt. 32.	0.50	\$ 350.00/hr	\$175.00
03/13/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Status Updated: Second Amended Complaint as submitted on February 21, 2023. 11:29AM	0.30	\$ 350.00/hr	\$105.00
03/14/2023	SH	Email Correspondence: Email from Citron with the Subject: (Second Email) Re: Nicolas v. BuildOn. 7:11pm	0.10	\$ 350.00/hr	\$35.00
03/14/2023	SH	Email Correspondence: Email correspondence to E. Citron with the Subject: (Second. Email) Re: Nicolas v. BuildOn. 7:40pm	0.10	\$ 350.00/hr	\$35.00
03/14/2023	SH	Email Correspondence: Email from E. Citron with the Subject: (Second Email) Re: Nicolas v. BuildOn. 10:48pm	0.10	\$ 350.00/hr	\$35.00
03/15/2023	SH	Phone Call: Meet and Confer (telephonic) with E. Citron. 10:00AM-10:30AM	0.50	\$ 350.00/hr	\$175.00
03/15/2023	SH	Email Correspondence: Email from E.Citron with the Subject: (Second Email) Re: Nicolas v. BuildOn et. al. (Defendants' Answer and Mediation) 3:51pm	0.10	\$ 350.00/hr	\$35.00
03/20/2023	SH	Email Correspondence: Email to E. Citron with the Subject: Nicolas -Draft Letter to Court. 12:02pm	0.10	\$ 350.00/hr	\$35.00
03/27/2023	SH	Motion Practice: Submission and Preparation to Apply for Certificate of Default. ECF Dkts. 33-34.	3.00	\$ 350.00/hr	\$1,050.00
03/27/2023	SH	Email Correspondence: Email from E. Citron with the Subject: Nicolas. 11:46pm	0.20	\$ 350.00/hr	\$70.00
03/28/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas (Draft Letter to the Court. 11:14AM	0.30	\$ 350.00/hr	\$105.00
03/29/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas Call. 10:54AM	0.10	\$ 350.00/hr	\$35.00
03/29/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas Call. 10:14pm	0.10	\$ 350.00/hr	\$35.00
03/31/2023	SH	Motion Practice: Affidavit in Support of Request for Certificate of Default. ECF Dkts. 38-39	2.50	\$ 350.00/hr	\$875.00
04/10/2023	SH	Email Correspondence: Email from Danielle Shalov with the Subject: Nicolas v. BuildOn. 4:27pm	0.10	\$ 350.00/hr	\$35.00
04/10/2023	SH	Email Correspondence: Email to Shalov with the Subject: Nicolas v. BuildOn . 5:03pm	0.20	\$ 350.00/hr	\$70.00
04/10/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas v. BuildOn. 5:04pm	0.10	\$ 350.00/hr	\$35.00
04/10/2023	SH	Email Correspondence: Email from Citron to Shalov with the Subject: Nicolas v. BuildOn. 10:00pm	0.10	\$ 350.00/hr	\$35.00
04/11/2023	SH	Email Correspondence: Email from Shalov with the Subject: Nicolas v. BuildOn. 12:46pm	0.10	\$ 350.00/hr	\$35.00
04/17/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Update Requested on Payment Schedule and Payment status. 11:10AM	0.30	\$ 350.00/hr	\$105.00

Exhibit 11

04/17/2023	SH	Email Correspondence: Email from Nicolas with the Subject: Update Requested on Payment Schedule and Payment Status. 2:33pm	0.20	\$ 350.00/hr	\$70.00
04/17/2023	SH	Email Correspondence: Email to Citron with the Subject: ESI Discussion (First Email) 10:01pm	0.10	\$ 350.00/hr	\$35.00
04/20/2023	SH	Email Correspondence: Email from E. Citron with the Subject: Joint Status Report on Mediation. 12:18AM	0.20	\$ 350.00/hr	\$70.00
04/20/2023	SH	Email Correspondence: Email to E. Citron with the Subject: Joint Status Report due April 24, 2023. 12:03pm	0.10	\$ 350.00/hr	\$35.00
			Total Hours		16.40 hrs
			Total Cases		\$5,740.00
			Total Amount		\$5,740.00

Exhibit 12

Law Offices of Special Hagan

88-08 Jusitce Avenue Apt. 16i
Elmhurst, NY 11373

Katia Nicolas
133 Clearstrom Avenue
Valley Stream, NY 11580

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Special | Hagan

Invoice Date	Invoice Number
04/24/2023	10012
Terms	Service Through
N/A	04/24/2023

PRE-BILL

Billing Summary

Total Hours	3.30 hrs
Total Cases	\$1,155.00
Total Expenses	\$505.00
Total Invoice Amount	\$1,660.00
Previous Balance	\$16,428.80
Balance (Amount Due)	\$18,088.80

In Reference To: Katia Nicolas

Cases

Date	By	Services	Hours	Rate	Amount
04/21/2023	SH	Phone Call: Phone Call with E. Citron re. default application and settlement.	1.10	\$ 350.00/hr	\$385.00
04/22/2023	SH	Research: Research for filing Notice of Interlocutory Appeal re. Default Application.	2.00	\$ 350.00/hr	\$700.00
04/24/2023	SH	Filing Notice of Appeal: Filing Notice of Interlocutory Appeal. (ECF Dkt. 40)	0.20	\$ 350.00/hr	\$70.00

In Reference To: Katia Nicolas

Expenses

Date	By	Expenses	Amount
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Exhibit 12

04/24/2023SH

Filing Fee: Notice of Interlocutory Appeal

\$505.00

		Total Hours	3.30 hrs
		Total Cases	\$1,155.00
		Total Expenses	\$505.00
		Total Amount	\$1,660.00

Exhibit 13

Law Offices of Special Hagan

88-08 Jusitce Avenue Apt. 16i

Elmhurst, NY 11373

Katia Nicolas

133 Clearstrom Avenue

Valley Stream, NY 11580

THE LAW OFFICES OF

<i>Special Hagan</i>	
Invoice Date	Invoice Number
07/23/2023	10016
Terms	Service Through
N/A	07/23/2023

Billing Summary

Total Hours	17.20 hrs
Total Cases	\$6,020.00
Total Expenses	\$505.00
Total Invoice Amount	\$6,525.00
Previous Balance	\$24,613.80
Total Payments	\$11,000.00

Balance (Amount Due/All Invoices)	\$13,613.80
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In Reference To: Katia Nicolas

Cases

Date	By	Services	Hours	Rate	Amount
04/26/2023	SH	Email Correspondence: Email from Janine Marino confirming Conference (Subject; Telephone Conference Re. Nicolas v. buildOn)	0.10	\$ 350.00/hr	\$35.00
04/26/2023	SH	Status Conference: Conference call with Judge Levy.	1.00	\$ 350.00/hr	\$350.00
04/26/2023	SH	Email Correspondence: Conference call with Judge Levy. 2:00pm-3:00pm	1.00	\$ 350.00/hr	\$350.00

Exhibit 13

04/26/2023	SH	Email Correspondence: Email Status Order from Judge Levy. 3:00pm-3:05pm	0.10	\$ 350.00/hr	\$35.00
04/26/2023	SH	Email Correspondence: Email containing Status Order from Judge Levy. (3:00pm-3:05pm)	0.10	\$ 350.00/hr	\$35.00
04/26/2023	SH	Email Correspondence: Email (Minute Entry from Court: Default Motion and Settlement Discussion) 4:56pm-5:00pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas -For Settlement Purposes Only 11:30pm-11:34pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas -For Settlement Purposes Only (11:30pm-11:34pm)	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas for Settlement Purposes Only. 11:42pm-11:44pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas for Settlement Purposes Only (11:42pm-11:44pm)	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas for Settlement Purposes Only. 11:53pm-11:54pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas for Settlement Purposes Only (11:53pm-11:55pm)	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas for Settlement Purposes Only 11:54pm-11:55pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email from E. Citron Re: Nicolas -For Settlement Purposes Only. 11:55pm-11:59pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email to Nicolas with the Subject; Nicolas for Settlement Purposes Only. 11:55pm-11:56pm	0.10	\$ 350.00/hr	\$35.00
04/27/2023	SH	Email Correspondence: Email from E. Citron with the Subject: Nicolas -For Settlement Purposes Only (11:55pm-11:59pm)	0.10	\$ 350.00/hr	\$35.00
04/28/2023	SH	Email Correspondence: Email from Citron with the Subject; Nicolas for Settlement Purposes Only (1:02AM-1:07AM)	0.10	\$ 350.00/hr	\$35.00
04/28/2023	SH	Email Correspondence: Email from Citron with the Subject; Nicolas for Settlement Purposes Only (1:02AM to 1:04AM)	0.10	\$ 350.00/hr	\$35.00
04/28/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas for Settlement Purposes Only. 9:07AM-9:10AM	0.10	\$ 350.00/hr	\$35.00
04/28/2023	SH	Email Correspondence: Email correspondence from Citron with the Subject: Nicolas for Settlement Purposes Only (9:07AM-9:10AM)	0.10	\$ 350.00/hr	\$35.00

Exhibit 13

04/30/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas for Settlement Purposes Only. 8:30pm-8:32pm	0.10	\$ 350.00/hr	\$35.00
04/30/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Nicolas for Settlement Purposes Only. 8:33pm-8:34pm	0.10	\$ 350.00/hr	\$35.00
04/30/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas For Settlement Purposes Only (April 30, 2023/No Response to 4/28 9:10Am Email) (8:35pm-8:36pm)	0.10	\$ 350.00/hr	\$35.00
04/30/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas for Settlement Purposes Only. 8:35pm-8:36pm	0.10	\$ 350.00/hr	\$35.00
05/01/2023	SH	Email Correspondence: Email from Nicolas with the Subject FW: Nicolas for Settlement Purposes Only (April 30, 2023/ No Response to 4/28 9:10AM Email) (9:20AM-9:21AM)	0.10	\$ 350.00/hr	\$35.00
05/01/2023	SH	Email Correspondence: Email to Citron with the Subject: Status Update Request (Nicolas v. buildOn) 11:00pm-11:02pm	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email to Citron with the Subject: Activity in Case 1:22-cv-04803-ENV-RML Nicolas v. BuildOn Motion Hearing Joint Letter Due Today) (12:42pm-12:44pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email from Citron with the Subject: Re Activity in Use 1:22-CV-04803-ENV-RML Nicolas v. buildOn Motion Hearing Joint letter Due Today) (1:08pm-1:10pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email to Citron with the Subject: Re: Activity in case 1:22-CV-04803-ENV-RML Nicolas v. BuildOn Motion Hearing Joint Letter Due Today) (1:18pm-1:19pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas -Draft Letter to the Court. (3:44pm-3:55pm)	0.20	\$ 350.00/hr	\$70.00
05/03/2023	SH	Email Correspondence: Email to Citron with the Subject; Nicolas -Draft Letter to Court (3:55pm-3:59pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas -Draft Letter to Court. (5:01pm-5:04pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email to Brenna Mahonney (Clerk of Court EDNY) Re: Issuance of Certificate of Default and Appellate Review (5:05pm-5:16pm)	0.20	\$ 350.00/hr	\$70.00
05/03/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Issuance of Certificate of Default and Appellate Review. (5:47pm-5:49pm)	0.10	\$ 350.00/hr	\$35.00
05/03/2023	SH	Email Correspondence: Email from Citron to Mahonney with the Subject; Default and Appellate Review. 10:59pm-11:05pm	0.10	\$ 350.00/hr	\$35.00

Exhibit 13

05/04/2023	SH	Email Correspondence: Email from Tina Priftakis Court ADR Program (11:30AM-11:32AM)	0.10	\$ 350.00/hr	\$35.00
05/04/2023	SH	Email Correspondence: Email to Tina Priftakis and Citron with the Subject: EDNY Court ADR Program. (12:10pm-12:14pm)	0.10	\$ 350.00/hr	\$35.00
05/04/2023	SH	Email Correspondence: Email from Tina Priftakis with the Subject: EDNY Court ADR Program (12:20pm-12:22pm)	0.10	\$ 350.00/hr	\$35.00
05/04/2023	SH	Email Correspondence: Email to Tracy Bohack with the Subject: Status Update/Katia Nicolas (Re: Service of Process for Lindstrom) 12:38pm-12:40pm	0.10	\$ 350.00/hr	\$35.00
05/08/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas -Proposed Revised Schedule (3:05pm -3:15pm)	0.20	\$ 350.00/hr	\$70.00
05/08/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas Proposed Revised Schedule (5:20pm-5:26pm)	0.10	\$ 350.00/hr	\$35.00
05/08/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas -Proposed Revised Schedule (5:48pm -5:50pm)	0.10	\$ 350.00/hr	\$35.00
05/08/2023	SH	Email Correspondence: Email to Citron with the Subject: Nicolas Proposed Revised Schedule (5:51pm-5:53pm)	0.10	\$ 350.00/hr	\$35.00
05/08/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas -Proposed Revised Schedule 5:54pm-5:55pm	0.10	\$ 350.00/hr	\$35.00
05/08/2023	SH	Email Correspondence: Email to Citron Re: Nicolas Proposed Revised Schedule (6:10pm-6:11pm)	0.10	\$ 350.00/hr	\$35.00
05/10/2023	SH	Filing Notice of Appeal: Filing of Subsequent Notice of Appeal ECF. Dkt. 45. 3:40pm-3:53pm	0.30	\$ 350.00/hr	\$105.00
05/11/2023	SH	Filing Notice of Appeal: Filing Amended Notice of Appeal. 6:05pm-6:11pm	0.10	\$ 350.00/hr	\$35.00
05/18/2023	SH	Draft: Drafting of Motion for Reconsideration (Opening Brief) ECf Dkt. 46) (7:00pm-10:00pm)	3.00	\$ 350.00/hr	\$1,050.00
05/23/2023	SH	Email Correspondence: Email to Citron with the Subject ESI Discussion (Third Email) (Nicolas v. buildOn) 2:25pm-2:31pm	0.10	\$ 350.00/hr	\$35.00
05/24/2023	SH	Draft: Letter to Court Re: Joint Application for an Extension for the Parties' Proposed ESI Protocol for the Court to So Order. (9:25pm-9:39pm)	0.30	\$ 350.00/hr	\$105.00
06/01/2023	SH	Draft: Letter to Clerk of Court for the Second Circuit with the Subject: Jurisdiction for Appellate Review (11:30AM-1:10PM)	1.70	\$ 350.00/hr	\$595.00
06/01/2023	SH	Email Correspondence: Email from Citron with the Subject: Nicolas. (4:56pm-4:58pm)	0.10	\$ 350.00/hr	\$35.00
06/15/2023	SH	Draft: Reply in Support of Motion for Reconsideration (ECF. Dkt. 52) (8:00pm-11:25pm)	3.50	\$ 350.00/hr	\$1,225.00
06/22/2023	SH	Draft: Filing of Supplemental Brief in Support of Appeal.	1.40	\$ 350.00/hr	\$490.00

Exhibit 13

07/22/2023	SH	Email Correspondence: Email to Nicolas with the Subject: Withdrawal Confirmation and Payment. (2 Emails: 9:32pm; and 10:55pm)	0.10	\$ 350.00/hr	\$35.00
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In Reference To: Katia Nicolas

Expenses

Date	By	Expenses	Amount
05/16/2023	SH	Filing Fee: Notice of Appeal (as Registered on PACER)	\$505.00

Total Hours	17.20 hrs
Total Cases	\$6,020.00
Total Expenses	\$505.00
Current Charges	\$6,525.00

Exhibit 14

- March 03/01/22 → paid \$250
- April → NO PAYMENT
- May 05/09/22 → paid \$2000
 - 05/10/22 → paid \$2000
 - 05/12/22 → \$1000
- June → NO PAYMENT
- July → NO PAYMENT
- August 08/11/22 → paid \$1000
 - 08/12/22 → paid \$2000
 - 08/15/22 → paid \$2000

Total: \$10,250 paid in 2022

This was the amount she asked for to begin working on my case listed in the retainer.

Exhibit 15

RETAINER AGREEMENT

I. IDENTIFICATION OF PARTIES

This retainer agreement (hereinafter referred to as the "Agreement") is entered into this 17th day of February, in the county of Queens, New York by and between the Special Hagan, Esq. (hereinafter "Attorney"), and **Katia Nicolas** (hereinafter "Client"). The term "Parties" may be used to refer to all participants collectively.

II. SCOPE OF SERVICE

(A) REPRESENTATION: Attorney shall represent Client in filing a lawsuit against her former employers: BuildOn and or any individually named employees who worked for her former employer who may have participated in the alleged claims.

(B) EXISTING OR FUTURE MATTERS: Any other existing or future matters in which Attorney may, in her discretion, represent Client will be reflected by retainer agreements separate from this one. Attorney understands that Client may rely upon other lawyers for legal advice concerning matters other than the matter for which Attorney is engaged and that Client does not expect Attorney to provide advice regarding any other matter.

(Client Initials II(A) and II(B): KV)

III. ATTORNEY FEES

(A) RETAINER: Client made an initial payment of **\$5,000** which shall be applied to the initial payment of **\$10,000** for Attorney to represent her in the above referenced matter.

(B) INITIAL PAYMENT: Client shall make a payment of **\$10,000** to cover the initial phases of litigation of this matter. Payment of the aforementioned amount shall be due on or before August 1, 2022. Client will make an initial payment of **\$5,000** upon the signing of this retainer agreement. This initial payment of \$5,000 shall cover the costs of drafting Client's complaint, the initial filing fees, and service of the initial pleadings. The remaining \$5,000 shall cover the costs of any motion practice that Defendant files to have the case dismissed.

(C) DISCOVERY INSTALLMENT PAYMENT: Should the matter proceed into discovery, Client shall render a second payment of **\$10,000**, which shall be billed at a rate of **\$350 per hour**. If the services rendered and costs expended exceed this amount, Client will be notified and billed on a monthly basis. For purposes of clarity, discovery shall entail the pursuit of electronically stored information (ESI) (i.e. email, text messages, IMs), as well as the taking of depositions.

(D) TRIAL PAYMENT: Lastly, Client agrees to pay an additional **\$15,000** if his case goes to trial. Again if costs and services rendered exceed the \$15,000 reserved for trial, Client shall receive written notification within 30 days and shall be billed at the aforementioned hourly rate.

Exhibit 15

(B) SETTLEMENT OR LEGAL FEES: Attorney will receive one-fourth (25%) of any gross settlement/severance amount, award or judgment that Client receives from Employer regarding his employment dispute less the amount Client paid for out-of-pocket for attorney fees once Attorney has filed the lawsuit.

(C) COURT OR STATUTORY AWARDED LEGAL FEES: All statutory, legal fees, or sanctions that may be awarded shall belong solely to Attorney.

(Client initials III(A), III(B), and III(C): KN)

IV.

CLIENT'S RESPONSIBILITIES

Client shall at all times be cooperative and truthful in regard to this legal matter. Client's failure to comply with this term can and may result in termination of this agreement at Attorney's sole discretion.

(Client Initials KN)

V. ARBITRATION & LITIGATION CLAUSE

The laws of the State and County of New York shall govern the interpretation of this Agreement, including all rules or codes of ethics that apply to the provision of legal services in New York. If any fee dispute should arise between Client and Attorney that cannot be resolved informally, it shall be settled by final and binding arbitration in New York City pursuant to Part 137 of the Rules of the Client Administrator – Attorney Fee Dispute Resolution Program. All other types of disputes that should arise between us that cannot be resolved informally shall be settled by final and binding arbitration in New York City before a single arbitrator of JAMS in accordance with the Rules of the American Arbitration Association then in effect in New York City unless otherwise provided for in JAMS Arbitration Rules. JAMS is considered the largest alternative dispute resolution ("ADR") provider in the world and its website link is www.jamsadr.com.

The party (Attorney or Client) that seeks arbitration must contact the other party in writing by Certified Mail. The aforementioned arbitration notice that has been sent by Certified Mail must also be scanned and emailed to the party on the same day it was mailed. Attorney and Client will have thirty (30) days from receipt of the notice to arbitrate to select that one arbitrator by mutual agreement. If Attorney and Client are unable to mutually agree on an arbitrator within thirty (30) business days, then Attorney and Client mutually agree to allow JAMS to select an arbitrator to resolve any and all disputes, which includes without limitation to, the validity and enforcement of this Agreement. Arbitration is binding with no right to a trial or an appeal.

The cost (e.g. retaining the arbitrator) of any arbitrator and proceedings shall be shared equally by Attorney and Client. However, each party shall be responsible for payment of its own attorneys' fees, costs and expenses incurred because of its participation in arbitration.

(Client Initials KN)

Exhibit 15

VI.

DISCLAIMER OF GUARANTEE

(A) NATURE OF AGREEMENT: Client understands and agrees that any and all costs and expenses incurred will be deducted solely from Client's portion of the severance/settlement, award or judgment and not from Attorney's attorney fees.

(B) DISCLAIMER OF GUARANTEES

Client also understands and agrees that:

1. Attorney cannot guarantee a financial outcome from Employer and Firm is not required to return any portion of any of the Client's out-of-pocket attorney fees agreed to as set forth in Section III of this Agreement;
2. Attorney can put a lien on any settlement/severance amounts, awards and judgments for payment of attorney fees as set forth in Section V of this Agreement, as well as costs and expenses based on the terms of this Agreement; and
3. Attorney will be entitled to the maximum retainer fee and contingency percentages as set forth in Section III of this Agreement of the total settlement/severance, awards and judgments that Firm negotiates on Client's behalf at all times regardless if their attorney-client relationship is terminated with or without cause.

(Client Initials VI(A) and VI(B): KM)

VII.

TERMINATION AND WITHDRAWAL

Both Client and Attorney have the right to terminate this attorney-client relationship for any reason. In the event of termination or withdrawal, Attorney will comply with its professional responsibilities to take reasonable steps to protect Client's interests at the point of termination/withdrawal, and Client will cooperate with all reasonable steps to facilitate the transition. If Client or Attorney decides to terminate this attorney-client relationship for or not for cause, Attorney will be entitled to her one-fourth of the total settlement/severance, awards and/or judgment amount based on the amount Attorney negotiated on Client's behalf at the time of termination; and any other attorney's fees that may have accrued.

Exhibit 15

VIII. ASSOCIATION OF OTHER COUNSEL

Client agrees that Attorney may freely associate with other legal counsel or advisers in any and all aspects involving this matter.

(Client Initials KN)

IX. BINDING ON SUCCESSORS

This Agreement shall have binding effect upon the Parties, their heirs, and or any and all successors in interest.

(Client Initials KN)

X. AMENDMENT

This Agreement may be amended, but only by a written and signed document by the Parties.

(Client Initials KN)

XI. SEVERABLE

This Agreement is severable, if any court of competent jurisdiction should find any term to be invalid, the remaining terms shall remain in full force and effect.

(Client Initials KN)

XII. GOVERNING LAW AND JURISDICTION

Should this Agreement become subject to dispute, the appropriate jurisdiction shall be New York City, pursuant to the laws of New York State.

XIII. NOTICES

All notices may be sent to Client's current address by parcel post.

(Client Initials KN)

Exhibit 15

XIV.

ENTIRE AGREEMENT

This Agreement consisting of five (5) pages and fifteen (15) provisions shall constitute the entire understanding of the parties.

(Client Initials KN)

XV.

AGREEMENT READ AND UNDERSTOOD

Client acknowledges, understands and voluntarily enters into this Agreement.

Katia J Siwolog

Signature of Client

5/9/2022

Date

Signature of Attorney

Date



+1 (917) 337-2439 >

You haven't ever given me monthly invoices since we started but you have verbally promised to do so. During our last conversation we both agreed it would help alleviate some of the stress I have been feeling for my debt to your services

I no longer have the same access to the docket. Previously I could see but now for some reason I can only see a screenshot of the last motions. Nothing in detail.

I also don't have the law background to look at a docket and understand it the way you can.

I would still like a breakdown of the steps taken in this process and the next steps with dates.

Mrs. Nicolas,

I have been nothing but transparent with you. I didn't invoice you in May and June but will do so this weekend. When there are changes, or rulings i have always updated you. If you would like I can send you the docket sheet each week



iMessage





+1 (917) 337-2439 >

Fri, Jul 21 at 3:05 PM

On top of the updated invoice can I please have the case management with deadlines and a copy of the discovery exchange?

I feel like I'm in the dark. I want a visual document of what's happening with the case. The same way I can visually see the invoice, please.

I have not received an invoice from you since April and I'm having an enormous amount of stress. This feels like I'm in a sinkhole.

What are your availabilities for a follow up for next week? How is Monday? This weekend you're unavailable?

I don't think I have ever given you monthly invoices since you retained me, but will do so. Although I haven't given you an invoice since April, I can tell you that since then you have paid 11k of the 18, 880 that was outstanding.

I have done other work since April and am in the process of generating another invoice, which I will give you



iMessage



3:09

Exhibit 18



< 35



+1 (917) 337-2439 >

Are we working on contingent terms now?

I don't mean to make you feel defensive. It's just I have to ultimately think long term. I have to make sure my pursuit to continue isn't going to hurt not just me in the long run but ultimately my family, my husband and my baby.

Choosing a route of entering into debt with no assurance of maximum total from a financial perspective is a poor decision and self destructive.

I appreciate your patience with the payments but I don't want to assume continued understanding.

The last we spoke we agreed on monthly payments of \$800 to pay down the outstanding balance as of April 24, 2023. On my part I was supposed to send monthly invoices. I didn't send the invoices, so I didn't insist on payment. But I will follow up this weekend

I'm at an appointment now but will follow up when I finish



iMessage



3:09

Exhibit 19



< 35



+1 (917) 337-2439 >

Ok thank you Ms. Special

Again, I appreciate your services and your time! Please don't think I don't see the value of where we are in this process and what's been done already

Fri, Jul 21 at 7:38 PM

Please give me a call this evening. I just left you a message.

Thank you.

Fri, Jul 21 at 9:48 PM

I just emailed you. Please confirm that you received my request to withdraw. I'm sure they will settle with you.

All the best, I deserve better.

And please refrain from writing me any long contrived missives. I wish you well.

Sun, Jul 23 at 3:37 PM

Hi Ms. Special,

Hope you're feel better.



iMessage





+1 (917) 337-2439 >

Sun, Jul 23 at 3:37 PM

Hi Ms. Special,

Hope you're feel better.

Please don't forget to send the updated invoice today. I'd really like to see the new charges

Mrs. Nicolas,

I sent it last night. I'll re-send the email in a few minutes but here's the invoice via text as well.



NicolasInvoice_042623_072223FINAL.pdf

PDF Document · 392 KB



NicolasPaymentsJanuary2023_May2023.pdf

PDF Document · 46 KB



NicolasInvoice_042423.pdf

PDF Document · 251 KB



NicolasInvoice_042023.pdf

PDF Document · 281 KB



iMessage



3:10

Exhibit 21



< 35



+1 (917) 337-2439 >

Thank you for sharing these.

Could you send it to my email instead? I still don't see the email in my inbox.

I sent it again. You should have one from around 1 this morning and again from about an hour ago. Please confirm.

I checked again and I'm not seeing anything. Not the one from this morning or today.

Maybe its still in the outbox? I also checked my spam box as well

Just sent it again from another address. Please confirm upon receipt.

Ok confirmed thank you!

When will you available this week to talk on the phone about next steps and payment?

I can talk Tuesday afternoon at 2pm. Does this work for you? How many emails did you receive? One or three?
Thanks again



iMessage



Exhibit 22

From: SPECIAL HAGAN <special@haganlawoffices.net>
Sent: Thursday, September 28, 2023 3:17 PM
To: Citron, Evan B. <Evan.Citron@ogletreedeakins.com>
Cc: Katia Nicolas <katianicolas@gmail.com>
Subject: Nicolas v. buildOn

[Caution: Email received from external source]

Evan,

I hope this email finds you well. In anticipation of the Court's conference on October 3, 2023, Mrs.Nicolas has sent the attached along with a number of texts and emails. Despite my motion to withdraw, Mrs. Nicolas has insisted that I forward you the attached.

As it stands, it appears that Mrs. Nicolas may be in separate communication with either you and or your client. Mrs. Nicolas has confirmed this via her texts this afternoon, so I am not sure why she has insisted that I forward her letter to your attention. Nevertheless, if either you or your client have settled with Mrs. Nicolas, then I am respectfully reminding you both of the charging lien I have filed with the Court on this matter.

Sincerely,

Special Hagan (her/she/Ms.)

Law Offices of Special Hagan, Esq.

88-08 Justice Avenue Apt. 16i
Elmhurst, New York 11373

p: (917) 337-2439

fax: (914) 462-4137

**Note new address*

Exhibit 23

RE: Nicolas v. buildOn  Inbox x



Citron, Evan B. <evan.citron@ogletree.com>
to SPECIAL, me ▾

Hi Special,

I've not had any communications with Ms. Nicolas. Nor am I aware of any of my clients having had any communications with Ms. Nicolas.

Best,

Evan

Evan B. Citron | Ogletree Deakins

599 Lexington Avenue, 17th Floor | New York, NY 10022 | Telephone: 212-492-2068
evan.citron@ogletree.com | www.ogletree.com | [Bio](#)

From: SPECIAL HAGAN <special@haganlawoffices.net>

Sent: Thursday, September 28, 2023 3:17 PM

To: Citron, Evan B. <Evan.Citron@ogletreedeakins.com>

Cc: Katia Nicolas <katiajnicolas@gmail.com>

Subject: Nicolas v. buildOn

[Caution: Email received from external source]



1:11AM (14 hours ago)

Exhibit 24

Katia Nicolas <katiajnicolas@gmail.com>
to Evan, SPECIAL ▾

6:34 AM (8 hours ago)



Good Morning Mr. Evan,

Thank you for clarifying that. I am not sure why or how Ms. Special got the impression I was in communications with you and/or represented parties. Unfortunately Ms. Special has chosen to jump to conclusions.

Please feel free to review the pdf she shared with you and provide a response after the conference call. Hopefully it is pushed to the date of December 2023 that I am requesting. As for the possibility of settling, I truly do hope a positive response is given instead of no response.

I also appreciate your written response being "reply all" as I have been having trouble receiving emails from Ms. Special.

Lastly, please note I will be providing a copy of this email and your response to submit to the docket.

Regards,

Katia

